

# **WORKING AGREEMENT**

**-BETWEEN-**

**BECHTEL BWXT IDAHO, LLC**

**-AND-**

**PAPER, ALLIED-INDUSTRIAL, CHEMICAL & ENERGY WORKERS  
INTERNATIONAL UNION, AFL-CIO, CLC**

**-AND-**

**LOCAL NO.-8-0652**

**(FIREFIGHTERS)**

**Effective November 3, 2000**

**Through**

**October 10, 2004**

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# AGREEMENT

between

BECHTEL BWXT IDAHO, LLC

and

PAPER, ALLIED-INDUSTRIAL, CHEMICAL & ENERGY WORKERS

INTERNATIONAL UNION, AFL-CIO, CLC

LOCAL 8-0652

(FIREFIGHTERS)

This Agreement between Bechtel BWXT Idaho, LLC hereinafter referred to as the "Company" or "Employer" Paper, Allied-Industrial, Chemical & Energy Workers International Union and Local No. 8-0652 hereinafter referred to as the "Union", "PACE", or "B.U.", WITNESSETH:

## ARTICLE 1

### RECOGNITION

SECTION 1: The Company recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours, and working conditions for all Firefighters employed Bechtel BWXT Idaho, LLC, at the Idaho National Engineering & Environmental Laboratory (INEEL) site near Arco, Idaho, BUT EXCLUDING all office clerical employees, technicians, professional employees, guards, supervisors as defined in the Act, and all other employees not specifically included above. (National Labor Relations Board, Case No. 27–RC–7358.)

## ARTICLE 2

### UNION SECURITY

SECTION 1: Union membership will be made available for employees of the Company employed in positions covered by this Working Agreement.

SECTION 2: The Union will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other Union members.

SECTION 3: The Company agrees to deduct from the wages of employees covered by this Agreement, who authorize such deductions, their Union dues or fees and to remit such dues or fees promptly to the Secretary–Treasurer of Local No. 8-0652 of the Union, provided that in the event of a change in the amount of the Union dues or fees, the Company will deduct such changed amount only after thirty (30) days notice, in writing, to the Company from the Local Union Secretary.

SECTION 4: The Union shall indemnify and save the Company harmless against any and all claims, payments, law suits, or other forms of liability that may arise out of or by reason of making payroll deductions of Union membership dues.

SECTION 5: The Union agrees there will be no solicitation of employees for Union membership on Company premises during working hours by the Union or its members, except under the following condition: employees in the Firefighter Bargaining Unit may be solicited for Union membership in that Unit during the time in which they are in standby status within a Fire Department facility.

SECTION 6: The Company shall notify the Secretary–Treasurer of the Union, in writing, of all new hires to Bargaining Unit positions within thirty (30) days of employment, and all terminations and transfers for each month.

SECTION 7: The conditions controlling the deduction of Union dues are stated on the following Check-Off Authorization Form.

### CHECK-OFF AUTHORIZATION

I hereby authorize Bechtel BWXT Idaho, LLC, my employer, to deduct from my wages on the first pay period of each month hereafter, an amount equal to the first month's dues and the regular monthly dues thereafter, payable to Paper, Allied-Industrial, Chemical & Energy Workers International Union and Local 8-0652. Such deductions are to continue for a period of one (1) year from the date hereof and for each year thereafter, unless terminated by me on an anniversary date hereof by 30 days prior written notice to the Company and the Union. Provided further, I expressly reserve the right to cancel this authority at any time after the termination of the present collective bargaining contract between my employer and the above-named Union. If I am permanently transferred outside the bargaining unit, or on layoff status, or on an inactive payroll of the employer, this authorization shall be null and void.

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Date

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Employee's Signature

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Employee S#

Within the meeting of the dues deduction authorization, membership dues will include only that regularly required equally of all members which has been designated as membership dues pursuant to appropriate Union constitutions and by-laws.

ARTICLE 3  
MANAGEMENT RIGHTS

SECTION 1: The Union recognizes that managerial functions inherent in the conduct of business by an employer are retained by the Company. The management of the Company and direction of its employees except to the extent modified or deleted by this Agreement remain vested in the Company. Such rights of management include but are not limited to the following: The introducing of new or improved production means, methods, processes or equipment; verifying work has been performed correctly; determining the size and the composition of the workforce; the establishment of work rules; discipline of employees for cause; and the hiring, reducing or increasing of the workforce.

## ARTICLE 4

### EMPLOYEE DUTIES AND RESPONSIBILITIES

SECTION 1: Each employee will be subject to all prescribed rules regarding work performance, personal conduct, health and safety, health physics, security, and the Company Workplace Substance Abuse Program.

SECTION 2: Firefighters' primary work assignments are the protection of life and property, and include training, preventative maintenance, operational checks, and cleanup of the equipment and area in which they work. Other discipline related work conducive to efficient and cost effective operations of the Fire Department may be assigned as secondary duties.

SECTION 3: Each employee will arrive at his scheduled work location sufficiently in advance of shift change that the employee may prepare himself to assume his job responsibilities.

SECTION 4: No employee shall cease work until his relief reports for work or until released by his Captain. In no case will the employee be released sooner than 15 minutes before the end of shift.

SECTION 5: Any employee unable to report for work when due will notify the Battalion Chief on duty at least two (2) hours in advance of the scheduled shift whenever possible stating the reason for such absence. While giving of notice does not insure that the absence will be approved or paid, the Company will administer this provision uniformly, consistent with the facts in each case.

SECTION 6: The Workmen's Committee and/or employees will cooperate with and assist the Company in formulating, establishing, maintaining, and/or applying programs of job analysis, evaluation, and instruction; improved job methods; personnel evaluation, safety, and training; and performance tests, qualifications, certifications, and recertifications.

SECTION 7: Employees will cooperate to the extent of furnishing information to the Company concerning their work, of which they have knowledge.

## ARTICLE 5

## HOURS OF WORK AND WORK SCHEDULES

SECTION 1: Employees of the Unit are normally required to perform 24-hour shifts and will be assigned tour schedules at the discretion of the Employer. Normally, a two-week pay period will consist of six (6) 24-hour work shifts, 24 hours off between work shifts, and three consecutive 24-hour days off. Relief workers' normal schedule will average 144 hours in a two-week pay period and will not exceed 48 consecutive work hours without a day off. Employees participating in Company-required training may, at the discretion of the Company, be reassigned to a shift schedule compatible with the training. Employees rescheduled for training purposes shall not lose any pay from that which they would have received on their regular schedule, provided they work all the available rescheduled hours during the pay period.

SECTION 1A: Effective January 14, 2002 employees of the Unit are normally required to perform 24-hour shifts and will be assigned tour schedules at the discretion of the Employer. Work will be scheduled such that employee assignments will average 56 hours per week. Employees participating in Company-required training may, at the discretion of the Company, be reassigned to a shift schedule compatible with the training. Employees rescheduled for training purposes shall not lose any pay from that which they would have received on their regular schedule, provided they work all the available rescheduled hours during the pay period.

SECTION 2: The normal day of work requires being at the assigned work location for twenty-four (24) continuous hours consisting of a combination of full duty and standby time divided as follows:

Monday through Friday 0700 to 1700 full duty, 1700 to 0630 standby, 0630 to 0700 station clean-up. Saturday 0700 to 1000 full duty, 1000 to 0630 standby time, 0630 to 0700 station clean-up. Sunday and holidays 0700 to 0830 full duty, 0830 to 0630 standby time, 0630 to 0700 station clean-up. Standby hours may involve studying for skill/certification training, physical fitness training, essential work assignments dealing with operational readiness, and personal pursuits.

SECTION 2A: Effective January 14, 2002 the normal day of work requires being at the assigned work location for twenty-four (24) continuous hours consisting of a combination of full duty and standby time divided

as follows:

Monday through Sunday 0700 to 1700 full duty, 1700 to 0630 limited duty, 0630 to 0700 station clean-up. Holidays 0700 to 0830 full duty, 0830 to 0630 limited duty, 0630 to 0700 station clean-up. Limited duty hours may involve studying for skill/certification training, physical fitness training, and essential work assignments consisting of non-routine tasks. Non-routine tasks include: fire inspections, night drills, and unanticipated discipline related activities requested by other divisions or departments of the INEEL.

SECTION 3: Subject to operational requirements, the Employer agrees that employees may substitute for one another on scheduled tours of duty, for scheduled days off, or some part thereof in order to permit an employee to be absent from work to attend to purely personal pursuits. Employees who work the trade of shift are not eligible to work overtime. Accordingly, the trading of time will be permitted so long as there is no effect on hours of work, and the following criteria are met:

- a. The trading of time is done voluntarily by Unit employees participating in the program and not at the request of management. The reason for trading of time is due not to the station business operations, but to the employee's desire or need to attend to personal matters.
- b. A record is maintained by management of all time traded by Unit employees.
- c. The period in which time is traded and paid back does not exceed a pay period. Time traded must be balanced at the end of each pay period, i.e., zero (0) hours.
- d. Scheduled tour of duty traded shall be a maximum of twenty-four hours or some part thereof. Employees shall not be granted a trade of duty that requires an employee to work more than one (1) seventy-two (72) hour period in successive days within a pay period.
- e. Requests for a trade of tour of duty may be made in writing or by phone conversation with the Battalion Chief and the trading parties by 1600 the day before. The employee will submit a completed "Trading of Time Request" form. If the request is submitted in writing it must be prior to the trade of

shift. If the request is made by phone conversation a written request must be submitted immediately after returning to work.

- f. Once the trade has been approved and the calendar has been changed, if one does not show up for work, the employee shall be charged as being absent and not allowed to trade again for a twelve (12) month period. The exception to this requirement is if the employee scheduled for tour of duty becomes ill and/or an emergency situation occurs which will require his attention. The Battalion Chief on duty will verify the need for the absence.
- g. A person may complete an individual trade of shift subject to management approval as long as it leaves one man above the critical minimum staffing level and is limited to one (1) per month and one (1) placed on the calendar.

SECTION 4: Current schedules of work for all employees shall be posted by the Company. In the event of a change in station assignment or work schedule the employee will be notified verbally by the Battalion Chief and acknowledge such notification with written confirmation as soon as practical.

SECTION 5: Normally, an employee's work day or scheduled day off will not be changed after the employee has started on his schedule for that workweek. If the schedule is changed and at least forty eight (48) hours notice prior to the time the employee is to report for work on the new work day is not given, the employee shall receive pay for the time worked on the first work day of the rearranged schedule at the rate of one and one-half (1-1/2) times of the employee's regular base wage rate. This provision does not apply in cases of promotion (to the employee promoted) or when work day changes are permitted to suit the personal convenience of one (1) or more employees.

SECTION 6: When Firefighters are required to respond to Fire Department Business Operations between the hours of 2200 and 0600, and are required to work the next 24 hour period the following provisions will apply: for operations between two (2) and four (4) hours in duration, the involved employees will be in standby status for the first five (5) hours of the following shift: if the operation time exceeds four (4) hours, the employee(s) will be on standby status for the entire following shift.

In instances where crews and equipment respond to emergencies while on standby time, the apparatus will

be returned to in-service status, but not cleaned until the next work shift.

SECTION 7: Standby is defined as time in pay status outside of the primary designated work hours. This time may be used by an individual for personal pursuits, within the assigned work location, and still be available to respond to alarms, emergencies, and essential work assignments dealing with operational readiness. Union officers are permitted to investigate Company/Union issues and individually attend to Union business matters associated with this Bargaining Unit while on standby status.

SECTION 8: Due to the nature of the work at the INEEL, the parties agree that special shifts other than those specified in this agreement may be established to meet operational requirements. Such shifts may be established based on sufficient reason and by mutual written agreement between the Employer and the Union. Agreement to approve special shifts shall not be unreasonably withheld and is subject to the grievance procedure.

ARTICLE 6  
OVERTIME AND CALL-BACK

SECTION 1: The Union recognizes the right of the Employer to require overtimes. Overtime assignments will be made by the Battalion Chief on duty and shall be distributed as equally as possible among the employees of their respective classifications at each Fire Station.

- a. There will be two overtime lists maintained; a copy will be posted in each Station. The overtime lists will be updated daily. All bargaining unit personnel will be placed on these lists. One list shall be a volunteer list and the other shall be a force list. When overtime is needed it will be assigned to the highest person on the lists that is qualified/eligible to work the overtime. If the overtime is less than 12 hours, the highest qualified/eligible person on the volunteer list will be given the option of being placed on the bottom of the list or remaining on top for the next available overtime. If the overtime is 12 hours or greater, the employee will then, at the time of the assignment, be moved to the bottom of the corresponding list.
- b. There will be a weekly volunteer overtime sign up sheet posted in each Fire Station. Employee's desiring overtime work during that week will sign the weekly volunteer overtime sign up sheet and indicate the days they are available for the overtime assignment. These sign up sheets will be sent into the Battalion Chief by Sunday 1200 hrs.

The Company will initially assign the overtime to the eligible employee who has signed the volunteer overtime sign up sheet for that shift. The Battalion Chief will not assign these overtimes prior to 0700 the day before the overtime is needed. The initial assignments will be made to the volunteer(s) that is the highest on the volunteer overtime roster. If there are two overtimes that are required the same day the volunteer highest will be assigned the first overtime that is required. If unforeseen circumstances arise so that the highest employee cannot work the volunteer overtime then the overtime will be assigned to the next highest person on the volunteer overtime list.

If the overtime assignment is offered at least two hours in advance of the overtime requirement, the assignment will be made to the employee who has signed the weekly volunteer overtime sign up sheet and

who is highest on the volunteer overtime roster, whether or not that employee is at work.

If the overtime assignment is offered less than two hours in advance of the overtime requirement, the assignment may be made to the employee at work who has signed the volunteer overtime sign up sheet and who is highest on the volunteer overtime roster.

- c. In the event the Company's overtime requirements exceed the available volunteers, the Company may assign the overtime to be worked beginning with the highest person on the force list that is qualified/eligible to work the overtime. That person will then, at the time of the assignment, be moved to the bottom of the force list. An employee may be by-passed for an overtime assignment if the employee is not qualified/eligible to work that particular overtime. In a case where unforeseen circumstances could create an undue hardship to the employee, the Company and employee will give the situation added consideration.

No employee will be forced to work back to back or more than two overtimes in a pay period except when additional overtime is required to support an emergency response. An employee may volunteer to work any and all overtimes that he is eligible/qualified to work. An overtime period is defined as a period of overtime consisting of ½ hour to 24 hours.

The employee assigned to work a forced overtime may contact other eligible employees in an attempt to locate a volunteer by the start of the shift. If an employee not on duty volunteers to return to duty, the assigned employee must remain on the job until relieved by the volunteer. If a volunteer is found by the employee to work the overtime, both employees are moved to the bottom of the list in the order of assignment. When a firefighter on the forced overtime list is forced with an overtime, that overtime can only be sold once.

When the Company and Union jointly determine that a qualified employee has been improperly by-passed for an overtime assignment, the remedy is as follows:

1. If a specific member of Fire Department supervision improperly assigns overtimes up to two (2) times in a calendar year, the affected employee will be offered the next available overtime for

which he is qualified and available to work and the matter is resolved.

2. If a specific member of Fire Department supervision improperly assigns overtime three (3) or more times within a calendar year the affected employee will be paid the amount he would have earned had the proper assignment been made.
- d. The Battalion Chief must confirm the volunteer's willingness to work the overtime shift.
  - e. Overtimes worked during Emergencies, Training or Committee Meetings will not be added to the overtime roster.
  - f. When adverse weather conditions or other calamities interfere with normal site transportation of incoming personnel which causes a crew overtime assignment, this overtime shall not alter the individual's standing on the overtime roster.

#### SECTION 2: Compensation for overtime assignments:

- a. Employees covered under this Working Agreement shall receive one and one-half (1-1/2) times their hourly base wage rate for all hours worked over forty (40) in one week. For the purpose of computing fractional overtime hours worked, such overtime shall be computed to the nearest thirty (30) minutes.
- b. Employees required to work less than 30 minutes prior to and/or after their scheduled tour of duty shall receive a minimum of thirty (30) minutes overtime pay.
- c. Employees required to work more than 30 minutes prior to and/or after their tour of duty shall receive a minimum of one (1) hour overtime pay.
- d. Employees shall be notified of the expected duration of overtime at the time the assignment is made.

#### SECTION 3: The parties agree that records and rosters of overtime work will be maintained by

management, and such records and rosters will be made available for review and duplication by local representatives of the Union.

SECTION 4: Overtime or premium payment for any hour worked eliminates that hour from consideration for payment on any other basis. If time worked falls under two or more overtime and or premium pay classifications, the higher rate shall prevail.

SECTION 5: Employees called back from their residences shall be provided a minimum of four (4) hours of work and will be paid at the appropriate overtime rate of pay for those hours worked that are outside of their scheduled shift. When transportation is not available, and an employee is authorized by the Company to drive his privately owned vehicle, the employee shall receive the mileage rate allowed employees of the Company by the Department of Energy (DOE) for the miles necessary to travel from home to work and back home.

SECTION 6: An employee held over at the end of his scheduled shift to work an unscheduled overtime of 24 hours, will be permitted to receive 3 meal tickets. In the event that this unscheduled overtime puts the employee in a position where at the end of the unscheduled overtime, the employee must remain at the site to work his next regular scheduled shift, the employee will be permitted to receive an additional 3 meal tickets. Meal tickets issued in these situations are only valid for the day that they are issued and expire at midnight of that day. For all other unscheduled overtime, employees will be permitted to receive meal tickets in accordance with the meal allowance provisions.

## ARTICLE 7

### SENIORITY

SECTION 1: Seniority, as used in this Agreement, is the measure of an employee's length of service within the Bargaining Unit and shall apply with respect to demotions, layoffs, reemployment, and scheduled leave.

SECTION 2: During the first one hundred and twenty (120) calendar days of employment in the Bargaining Unit, an employee shall be considered on probation insofar as continued employment with the Company is concerned. In all cases, termination of an employee's service prior to the expiration of the probationary period shall not be subject to arbitration.

SECTION 3: Approximately thirty (30) days after signing the contract and annually thereafter, the Company will prepare a Seniority Roster of all regular full-time employees who have seniority under the provisions of the Agreement. Four copies of the seniority roster will be provided to the Union. An interim update will be provided upon request of the Union.

If an employee feels that his relative seniority standing is not correctly shown on the roster, the employee shall have the right to file a complaint regarding his standing. If an employee fails to lodge a complaint with the Company about an error in his relative seniority standing and if this employee should subsequently be subjected to a demotion, layoff, or other personnel action based on their published seniority standing, the Union agrees to save the Company harmless against any and all claims, payments, lawsuits, or other forms of liability that may arise because of the action taken by the Company.

SECTION 4: It is agreed that past length of service is properly reflected in the current posted seniority standings of the employees as of the effective date of this Working Agreement. There are two (2) types of seniority: unit seniority and job seniority. It is understood that when more than one (1) employee enters a unit or job the same day, where seniority applies, the employee who filed his job acceptance first shall be considered senior. Where seniority cannot be established by acceptance, the employee oldest by age shall be considered senior.

SECTION 5: Unit seniority is the length of service on a permanent basis in the Fire Department. Unit

seniority shall begin with the first full day of work performed on a regular full-time basis in classifications covered by the Fire Department. Unit seniority shall become effective at the end of the applicable probationary period but shall include all time spent in the probationary period.

SECTION 6: Job seniority is the length of service on a regular full-time basis in the individual job classifications and shall begin with the first full day of work on a regular, full-time basis in an individual job classification. Service in a higher job classification shall be credited on job seniority in all lower classifications in that line of progression.

SECTION 7: Recognized Service Date is the date from which length of service is determined for the purpose of computing employee benefits such as Personal Leave accrual, Severance Pay and Service Awards.

SECTION 8: Temporary employees are hired as full-time for an assignment of specified duration but not to exceed one hundred eighty (180) calendar days. Such employees will not establish any Unit or job seniority during such employment. If such an employee accepts a regular, full-time position within the Unit covered by, this Working Agreement, his Unit and job seniority will begin on the first (1st) day of work as a regular, full-time employee. The Company will notify the Union of all such employees hired.

SECTION 9: An employee returning to work from Administrative Leave of Absence, authorized by the Company, shall retain the amount of seniority which the employee accrued prior to going on Administrative Leave.

SECTION 10: An employee returning from Inactive Status, authorized by the Company, will accumulate all types of seniority while in that status.

SECTION 11: All seniority and length of service under Recognized Service Date immediately terminates in the event of resignation, release from employment, or discharge for cause. An employee who is laid off but returns to work within eighteen (18) months shall accumulate and retain all applicable seniority.

SECTION 12: For the purpose of this Agreement, Unit and job seniority shall apply to the Bargaining Unit certified by the NLRB covered by this Agreement. No employee shall accumulate seniority in any Unit other than

the seniority Unit in which the employee works. The Company shall not require an employee to transfer to, or work in another, Bargaining Unit. Employees accepting employment in another Bargaining Unit may not bump back to their former Unit.

SECTION 13: All Firefighters covered by this Agreement that were transferred from DOE to EG&G Idaho, Inc., in March 1993, will retain their respective service benefit date as established by the transfer.

SECTION 14: In the event an employee is promoted or assigned out of the Bargaining Unit, the employee shall continue to accumulate length of service and unit seniority for a period of six (6) months. It is understood that transfer back to the Bargaining Unit within the six (6) month period shall be at the sole discretion of the Company. In the event the employee is not transferred back to the Bargaining Unit within the six (6) month period, all seniority shall terminate.

ARTICLE 8  
PROMOTIONS, LAYOFFS, AND REEMPLOYMENT

SECTION 1: Definitions:

- a. *Discharge*—Termination for just cause, and discharge creates an unsatisfactory service record.
- b. *Resignation*—An employee's voluntary termination of employment.
- c. *Layoff*—As used herein means termination for lack of work. An employee laid off retains satisfactory record of performance with the Company.
- d. *Release From Employment*—Any termination other than Discharge, Resignation, or Layoff as defined in Subsections a, b, or c above.

SECTION 2: Promotions to the classification of Captain shall be made on the basis of qualifications as determined by the Company. Seniority will be given consideration in the decision but shall not be the controlling factor. Promotions shall be considered as probationary for a period of three (3) months on the job. The Company may return a promoted Captain to his former position based on either the failure to meet job requirements or at the employee's request. The parties agree to establish an advisory committee made up of 3 Union representatives and 3 Company representatives (one of which will be the Fire Chief) to discuss and make recommendations to management with respect to the Captain promotion process.

SECTION 3: An employee who declines promotion to Captain may do so without discrimination or loss of seniority.

SECTION 4: Reductions in force shall be made in reverse order of seniority. The employee with the least unit seniority within a job classification will be the first employee reduced in force, etc. The job classification(s) to be affected by a reduction in force will be made at the discretion of the Company.

When a reduction in force takes place within the Captain classification, the Captain with the least job seniority will be the first employee reduced in force.

SECTION 5: If a vacancy in a regular full time Firefighter position becomes available, preference will be given in the following order to fill the position:

- 1st     Qualified or qualifiable employees of DOE-ID INEEL contractors specifically identified for involuntary separation who are otherwise eligible under Section 3161 of the 1993 National Defense Authorization Act and the DOE-ID Work Force Restructuring Plan.
- 2nd     DOE-ID INEEL involuntarily separated employees who are otherwise eligible under Section 3161 of the 1993 National Defense Authorization Act and the DOE-ID Work Force Restructuring Plan.
- 3rd     The employee previously reduced in force with the greatest seniority in the job classification required, provided the employee meets the following requirements:

For a period of eighteen (18) months following termination by layoff, such laid off employees with at least one hundred twenty (120) days continuous employment within the Bargaining Unit immediately prior to layoff shall be given preference in the matter of re-employment in the job classification held at the time of layoff, provided such employees notify the Manager of Labor Relations, in writing, fifteen (15) calendar days after the layoff and at least every three (3) months thereafter, of their desire to be re-employed. When employees are needed, such laid off employees shall be given notice in writing to apply in person for reemployment.

(Reemployment is subject to meeting the Company's pre-employment standards and being qualified for the job to be filled.) The Company will give such notice by certified mail, addressed to the employee's last post office address as shown by the Company's records. The Company shall not be required to consider any employee who does not notify the Company, in the manner directed in the offer of employment, of his acceptance within fifteen (15) days from the date of mailing of said notice. A copy of this notice will be sent to the Union.

With respect to qualified employees who have been involuntarily laid off, time limits and restrictions for re-employment may be waived to coincide with the provisions of an applicable DOE workforce restructuring plan prepared in accordance with Section 3161 of the 1993 National Defense Authorization Act.

SECTION 6: The Company reserves the right to discharge or suspend any employee for just cause. Such action by the Company is subject to the grievance and arbitration procedures set forth in this Working Agreement.

ARTICLE 9  
WAGES AND CLASSIFICATIONS

SECTION 1:

The following General Wage Increases (GWI) will be effective:

October 9, 2000	3.00%
October 8, 2001	3.00%
October 14, 2002	3.00%
October 13, 2003	3.00%

The above increases are reflected in Exhibit A.

SECTION 2: The job classification structure and progression schedule for Firefighting personnel is established in Exhibit "B".

SECTION 3: The certifications earned at each level will carry forward to the next level and must be maintained. New hires with prior firefighting experience and qualifications may be slotted into the job classifications structure at management's discretion.

SECTION 4: Each job created within the Bargaining Unit will be given a classification and wage rate. The Company shall give the Union advance notice of a job classification and shall afford the Union reasonable opportunity to discuss with the Company the rate which should be established. Within thirty (30) days after the establishment of such job rate, if agreement cannot be reached on job rate, the Union may file a grievance.

SECTION 5: If an employee is assigned temporarily by his supervisor to perform work in a lower classification, no reduction in rate shall be made.

SECTION 6: An employee promoted to a higher job classification shall be paid at the rate of that classification beginning with the first full day of that work.

ARTICLE 10  
UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

SECTION 1: The Company agrees to furnish all uniforms including four (4) shirts, four (4) t-shirts, four (4) pants, one (1) belt, two (2) pair of work shoes or boots, (1) winter and one (1) summer jacket, one (1) baseball cap, one (1) uniform cap, and two (2) pairs of work coveralls which will be replaced on a fair wear and tear basis. Six (6) pair of socks will be provided annually. The Company will supply uniform patches and name bars. A nontaxable annual cleaning and exercise clothing allowance of \$750.00 will be provided in October of each year. For those employees who terminate, repayment of a prorated amount of the cash allowance will be required.

SECTION 2: The Company shall provide all personal protective equipment in accordance with governing regulations or standards for use with firefighting, hazardous materials mitigation, and emergency medical services. When no standard exists, the Safety Committee will make recommendations to establish appropriate equipment and protective clothing. If an employee's clothing becomes contaminated through no personal negligence, the Company will decontaminate the article(s), or if necessary, reimburse the employee at replacement cost of the article(s).

ARTICLE 11  
TRAINING COMMITTEE

SECTION 1: The Fire Department Skills Training Committee is established in order to make and promote recommendations for the improvement of the Firefighter skills training program. This will include evaluation of current firefighting practices, new techniques, and equipment. By mutual agreement of the committee, recommendations may be made to management with respect to training.

SECTION 2: The committee will be comprised of one Union representative selected by the Union from each fire station, a Battalion Chief, and the Training Coordinator. All committee members will have equal voice in determining recommendations to be taken to management. Meetings will be held on a quarterly schedule, to be decided by the committee members.

SECTION 3: The meeting minutes will be recorded and published upon review and concurrence of the committee. A copy of the minutes will be sent to the Union, Company, and to each fire station for posting within fourteen (14) calendar days.

## ARTICLE 12

### SCHEDULED LEAVE

SECTION 1: The intent of this article is to establish a method of administering employee leave in accordance with the employee's Fire Department Unit seniority.

SECTION 2: All scheduled leave shall be submitted to the Battalion Chief as near to March 1 of each year as achievable by Section 6 below. A calendar showing all scheduled leave and personnel work schedules shall be posted in each fire station within 15 calendar days after the schedule is received by the Battalion Chief.

SECTION 3: When applicable, available leave periods consisting of at least 24 hours released by cancellation shall be posted in all stations for 48 hours prior to being rescheduled.

SECTION 4: Scheduled leave, once scheduled and approved, shall be taken as scheduled unless canceled by management for operational requirements or by the employee for reasons beyond his control. Employee cancellation requests shall be mutually agreed to by the employee and the Fire Chief and shall apply to the full scheduled leave period. Leave schedules are subject to change as deemed necessary by management to meet operational requirements. If an employee's scheduled leave must be canceled by management due to operational requirements, and the employee does not have the opportunity to reschedule his leave prior to calendar year end, the employee will be allowed to exceed the established personal leave carryover limits up to the amount canceled by management.

It is the understanding of both parties that scheduled leave (first and second choice), Section 5, has preference over unscheduled leave, Section 9. Unscheduled leave may be granted from January 1 to March 1 as long as it does not interfere with first and second choices. At no time will any dates after March 1<sup>st</sup> be requested or granted until 1<sup>st</sup> and 2<sup>nd</sup> choice leave is completed or March 1<sup>st</sup>, whichever comes first. This will include unscheduled leave, trade of shifts, trade of shifts with yourself, training that is not mandatory or anything that might affect 1<sup>st</sup> or 2<sup>nd</sup> choice leave. When 2<sup>nd</sup> choice leave is completed it will be posted for 72 hours that requests for unscheduled leave will be accepted. Requests will not be accepted prior to 0900 on the first day of requests for unscheduled leave. This will allow everyone a chance to get his or her request in. At 0900 on the first day of requests, all requests will be granted on first come, first serve basis, Section 9.

On this day only between 0900 and 0930, seniority shall be the deciding factor in cases of duplicate request. If the day in question is not available then it will remain on a first come, first serve basis.

SECTION 5: Scheduled leave shall be interpreted to mean first and second choice only. Leave shall be requested by each employee in turn, according to Unit seniority. Contingent on operational requirements, scheduled leave will be honored for employees who are transferred to another station.

SECTION 6: When leave scheduling begins, each employee, once notified, shall decide within 24 hours what leave period he wants. If the employee has not decided within the required 24 hours, he will be passed. An employee may request to be placed on the bottom of the list if he makes the request within one hour of notification of his turn. If an employee is in leave status during the selection process, it is the responsibility of the employee to make his choice of leave known to the Battalion Chief.

SECTION 7: First choice leave may be scheduled any time during the leave year. Up to six consecutive shifts may be scheduled. Additional shifts may be scheduled, provided other affected individuals agree.

SECTION 8: Second choice leave may be scheduled any time during the leave year and shall consist of at least three consecutive shifts. Leave may be scheduled in no more than two periods.

SECTION 9: Unscheduled leave shall be interpreted to mean all leave other than scheduled leave. Requests for leave shall be made verbally to the Battalion Chief on duty and will be posted on the work schedule in as timely manner as possible, on a first come first serve basis. All requests for unscheduled leave shall remain open unless cancelled by the requester or until the day requested arrives and is still not available. At no time will any individual other than the Battalion Chief on duty make any changes to the unscheduled leave list. No more than three (3) periods of unscheduled leave can be requested, granted or open, at any one time. If an individual requests an unscheduled leave period that is not available at the time of the request but becomes available at a later date, it shall be the responsibility of the individual to remind the on duty Battalion Chief of his request. Posted leave is subject to cancellation based on operational requirements.

SECTION 10: Company shall be responsible to fill out time sheets when the employee is on leave status.



ARTICLE 13  
SECURITY PLANS AND BENEFITS

SECTION 1: The security plans and benefits shown below are arranged for by the Company and will be available to all Bechtel BWXT Idaho, LLC employees, including those covered by this Agreement, and will be administered equally, including that portion of the cost paid by all employees.

- 1 Personal Leave
- 2 Medical Plan
- 3 Dental Plan
- 4 Vision Plan
- 5 Health Care Account
- 6 Dependent Day Care Flexible Spending Account
- 7 Employee Life Insurance
- 8 Dependent Life Insurance
- 9 Accidental Death Insurance
- 10 Short-Term Disability
- 11 Long-Term Disability Insurance
- 12 Workers Compensation
- 13 Long Term Care
- 14 Service Awards
- 15 Leaves of Absence
- 16 Investment Plan
- 17 Retirement Plan (subject to special provisions applicable for firefighters)
- 18 Severance Pay

For the employees in this Unit, these security plans and benefits are based on shift schedules and average work weeks, in order to provide equivalent application with other employees. It is the intent of the parties to this Agreement to maintain the relative equivalency of benefits for employees covered by this Agreement as are available to all other employees. Accordingly, in case the average number of hours in the work week is changed, or any of the Company-wide benefits are changed, appropriate adjustments will be made with regard to

represented employees in order to maintain such equivalency.

It is the intent of both parties that for all purposes employees represented under this agreement shall receive the same benefits, subject to the same conditions, rules, and regulations, including that portion of the cost paid by the employee, as the Company as a whole. The Company has a right to modify security plans and benefits without negotiating with the Union, provided such changes apply to many, if not all, of the Company employees.

SECTION 2: The conditions, rules, and regulations of such security plans and benefits as may be established by the Company shall determine all questions arising thereunder. The Company shall make detailed information concerning the provisions of such security plans and benefits available to all employees upon request.

SECTION 3: The following retirement provisions will apply to all Retirement Plan participants who are covered by this Working Agreement.

- All employees must have at least five (5) years of service to retire (required for vesting). Employees with at least 25 years of service may retire at any age. Employees with fewer than 25 years of service may not retire before age 55.
- Employees may receive an unreduced retirement benefit if:
  - (1) they are at least 62 years of age and have at least five (5) years of service (required for vesting), or
  - (2) they have at least 25 years of service.
- Employees may retire with reduced benefits if they are at least 55 years of age and have at least five (5) years of service (required for vesting) but fewer than 25 years of service. The early retirement reduction will be the lesser of:
  - (1) 3% per year of age less than 62 (but not below age 55), or
  - (2) 3% per year of service less than 25.

Employees who transfer to another organization within the Company will cease to be eligible for these retirement provisions.

SECTION 4: Effective upon ratification, employees are eligible for 80 hours of holiday compensation in lieu of Company observed holidays calculated at 2080 hours divided into the total annual pay (see Exhibit C) to be paid during the first pay period of December 2000 and each December thereafter, provided they are in pay status during that pay period and subject to the following paragraphs.

- a. Employees who transfer into the firefighter classification will receive only holiday compensation for the difference between (a) the total holiday hours they were eligible to receive for the calendar year (prorated as appropriate), and (b) the holiday hours for which they have been paid prior to the date they transfer to the Fire Department. Under no circumstances will the holiday compensation exceed 80 hours for the calendar year.
- b. Only employees in pay status within the Company during the first pay period of December and for at least six (6) months in a calendar year are eligible for the holiday compensation for that calendar year.
- c. There will be no holiday premium pay for hours worked by firefighters on Company recognized holidays.

SECTION 5: The Company will pay for the professional licenses or certifications and renewals required by the Company for Fire Department personnel.

SECTION 6: The Company will pay tuition and/or course fees, books, seminars, or classes required by the Company and attended by Fire Department employees of this Unit. It is understood that the Company may require sharing of books by employees participating in self study courses.

ARTICLE 14  
EMPLOYEE'S AND UNION'S RIGHTS

SECTION 1: If an employee reasonably expects personal discipline to result from a fact finding meeting with his employer, the employee will be entitled to Union representation upon request.

SECTION 2: Upon request, the Employer agrees to make available to the Union all changes to regulations, laws, or rules that pertain to specific questions or disputes arising over application of the provisions of this Agreement.

SECTION 3: New hire employees will be given the opportunity to meet with management, Labor Relations, and a Union Representative collectively for explanation of the contract provisions. Scheduling of the meeting will be coordinated by the Labor Relations Office.

SECTION 4: The Union shall have the right to represent all Unit employees and present its views orally or in writing over conditions of employment.

SECTION 5: The Company will provide over a period of time equal opportunity for all employees of comparable standing within a given job classification to learn duties and responsibilities of the next job for which they are required to become qualified. All employees will, insofar as practicable, instruct and assist lower classified and/or less experienced employees in acquiring job knowledge.

SECTION 6: After execution of this Agreement and all supplements hereto, the employer will arrange for publication of the total quantities requested at an equal split of publication costs quoted by the Company.

SECTION 7: Any unsatisfactory report or rating which is to be filed as a matter of record shall be filed within thirty (30) calendar days of knowledge of the occurrence and shall be brought to the attention of the employee within said period excluding days the employee is off work on approved leave. The employee shall be given two (2) copies of such notice. The employee shall sign such notice indicating that the matter was brought to his attention but his signature does not imply concurrence. If an employee requests Union representation during matters discussed under this subsection, the Area representative or designated alternate will be in attendance.

Bargaining unit personnel will be treated consistently with other Company employees under management procedure(s) governing disciplinary action.

- a. **Removal of Warning Notices.** Warning notices (AVO's) are documented verbal reprimands and shall remain in an employees's file for at least twelve (12) months. After twelve (12) months the employee may request the warning notice be removed from his file. If there has been no further disciplinary action, the notice will be removed.
- b. **Removal of Employee Performance Notices.** Employee Performance notices (EPN's) are second step documented reprimands or documented disciplinary action for more serious employee deficiencies. Such notices shall warn employees that further reoccurrence may result in further disciplinary action, including dismissal, and will remain in an employee's file for at least eighteen (18) months. After eighteen (18) months, the employee may request the notice be removed from his file. If there has been no further disciplinary action, the notice can be removed with the concurrence of the employee's supervisor and the Manager of Employee Relations, but will not remain in the file beyond two years unless further disciplinary action has been noted.

SECTION 8: Subject to operational requirements of the Fire Department, Union business without pay may be granted for Union members to conduct Union business or attend Union functions.

SECTION 9: Active employees may review or obtain copies of their own personnel records by contacting Internal Staffing.

SECTION 10: Employees in the Unit shall have and be protected in the exercise of their rights freely and without fear of penalty or reprisal to join and assist the Union or to refrain from such activities.

ARTICLE 15  
GRIEVANCE PROCEDURE

SECTION 1: For the purpose of this Agreement, a grievance is defined as a dispute or claim or complaint involving the interpretation or application of the express provisions of this Agreement and taken up through the grievance procedure outlined below.

- a. Step 1: The employee and/or Union Representative shall present his complaint to his Battalion Chief within ten (10) calendar days after the occurrence of the event upon which the grievance is based. The Battalion Chief shall endeavor to settle the grievance as promptly as possible but in any event shall give his answer to said grievance within five (5) working days after the day on which it is presented to him. It is understood that unwritten settlements to grievances shall not establish a precedent.
- b. Step 2: If a satisfactory understanding or adjustment is not reached with the Battalion Chief for a grievance filed under Step 1 above, the grievance may be presented in writing, within ten (10) calendar days of the Battalion Chief's decision, to the Labor Relations Representative administering this agreement. The employee and/or Union Representative and Battalion Chief will date and sign the grievance prior to it being forwarded to Labor Relations by the Battalion Chief.

The grievance shall then be considered at a scheduled quarterly Workmen's Committee Meeting; however, an emergency meeting may be called by either party at any time.

- c. Step 3: If a satisfactory understanding or adjustment is not reached in the meeting outlined in Step 2 above, the Union will so advise the Manager of Labor Relations in writing within five (5) working days of the meeting and not thereafter. The Manager of Labor Relations shall then render a written decision within fifteen (15) working days of receipt of the Union's written advisement.
- d. Step 4: Arbitration – If the decision of the Manager of Labor Relations is not satisfactory and if the dispute involves the application or interpretation of this Agreement, such dispute may be submitted to arbitration. If the Union desires to submit such dispute to arbitration, it will so notify the Manager of Labor Relations in writing within thirty (30) calendar days from the date of his decision.

In such event the parties shall within ten (10) calendar days join in a request to the Federal Mediation and Conciliation Service (FMCS) to submit the names of five (5) arbitrators. Upon refusal of either party to join in such a request, the other may make the request. The Union and the Company shall alternately strike a name from the list (the first to strike shall be determined by lot, so long as both requested; if not, the requester shall strike first) until the name of one individual remains. The remaining individual shall be the sole arbitrator of the question involved. Upon refusal of either party to strike names, within fifteen (15) calendar days of receipt of the panel from the FMCS, the FMCS may, upon request from the other party, appoint an arbitrator. If a hearing date cannot be mutually agreed upon by the parties, the requesting party may unilaterally schedule the hearing with the arbitrator. The arbitrator's decision shall be final and binding on both parties. The arbitrator shall not have the power to add to, disregard, or modify any of the terms of this Agreement. The fees and expenses of the arbitration, including court reporter services, shall be born equally by the Union and the Company. Not more than one (1) case at a time may be submitted to an arbitrator except by mutual agreement.

SECTION 2: In the event of discharge or disciplinary suspension, if the individual concerned believes that he has been discharged or suspended without just cause, the employee must present the matter in writing to the Manager of Labor Relations within five (5) calendar days after such discharge or disciplinary suspension, and not thereafter. At the time of such disciplinary action, the cognizant Union official will be notified. Within fifteen (15) working days after such matter is presented to the Manager of Labor Relations, he or his alternate will render a decision in writing. If the parties remain in disagreement at the conclusion of the foregoing procedures of this section, such complaint may be presented through the regular arbitration procedure starting with Section 1d of this article.

SECTION 3: Subject to the procedure set out above, nothing in this article shall prevent any employee from individually presenting complaints, grievances, suggestions, questions, or requests to the Company.

SECTION 4: Lapsed time references in this article are calendar days or working days as appropriate, excluding break days or holidays. The date of occurrence shall not be counted, and days start at 12:01 a.m. Working days exclude the days off of the individual responsible for processing the respective phase of the

grievance procedure.

SECTION 5: The waiver of time limits on a case-by-case basis does not constitute a precedent or permanent waiver of time limits.

ARTICLE 16  
UNION COMMITTEE AND EMPLOYEE REPRESENTATION

SECTION 1: Three Area Representatives from the Fire Department may be selected by the Union from among the employees at each fire station. One steward from each crew at each station may also be selected.

SECTION 2: Area Representatives and Stewards shall assist in handling all grievances within the Fire Department.

SECTION 3: The Union will provide the Company written notification of its designated Area Representatives and Stewards in office and promptly notify the Company in writing of any changes in its designated Area Representatives and/or Stewards.

SECTION 4: The Union shall create a Workmen's Committee whose members are employees of Bechtel BWXT Idaho, LLC and are in the Bargaining Unit covered by this Agreement. The Union will keep the Company advised of the names of said committee members in advance of meetings between the Union and the Company. It is understood that if the President is an employee of a site contractor other than Bechtel BWXT Idaho, LLC, his presence will only be permitted by special request to Labor Relations.

a. Representatives of the Company shall meet with the Workmen's Committee [not to exceed three (3) members in addition to the President or Vice President] during the months of February, May, August, and November for a discussion of individual or mutual problems and questions arising under this Agreement. Such Workmen's Committee shall not lose pay for time scheduled to have been worked by reason of attending said quarterly meetings.

b. The Workman's Committee and other employees with approval of the Company may be permitted to confer during the employees' working hours with Company Representatives on matters relating to employer/employee relations without loss of pay for time scheduled to be worked.

SECTION 5: A Contract Negotiating Committee not to exceed three (3) Unit members shall be formed at

the discretion of the Local Union to conduct any contract negotiations with the Company that may arise during the term of this contract. Committee members will be compensated for their respective scheduled work hours, including scheduled overtime hours, that coincide with actual hours of the contract negotiations.

SECTION 6: If operational requirements allow, a Fire Department Representative will be allowed to attend all committee meetings in an ex officio capacity.

ARTICLE 17  
SAFETY AND OCCUPATIONAL HEALTH

SECTION 1: The parties recognize their mutual obligation to contribute to a safe and healthy work place. To accomplish this objective, both parties agree to assume active roles and provide leadership in their areas of responsibility. To this end, a Safety Committee will be established to meet bimonthly and provide a forum to discuss and resolve safety concerns of the Fire Department employees. The committee will address the internal health and safety issues relative to the overall Fire Department operations and the coordination of its activities with other emergency response functions. By mutual agreement of the committee, recommendations may be made with respect to safety matters which, however, shall not be binding upon either party.

SECTION 2: The committee will be comprised of three (3) Firefighters and a Captain, selected by the Union, and a Battalion Chief (all having equal voice). The Company Fire Department Safety Officer will serve in an advisory capacity to the committee. The committee chairman will be responsible to facilitate the meeting, ensure meeting minutes are distributed and posted in each fire station in fourteen (14) calendar days, and make sure that action items are tracked to conclusion. The chairman will also provide a copy of the meeting minutes to the Union and the Company.

SECTION 3: No member of the committee from within the Company will lose time or pay from his respective work schedule for attending meetings provided under this article.

SECTION 4: If there are unresolved issues or action items, they may be referred to the Union Safety Representative for Union and management coordination. The Union Safety Representative may contact the Fire Chief to schedule a review with the appropriate Union/management representatives.

SECTION 5: A Union representative may participate up to report submittal on major (Type A or B) accident investigations conducted by the Company which affect a Union member. The representative shall receive all reports covering the investigation.

SECTION 6: Upon request, the Company shall provide an employee of the Bargaining Unit with his

available toxic and/or hazardous material exposure data. As authorized, the data shall be provided to PACE Local 8-0652 and the employee within the time frame specified in applicable regulations. All applicable rules and regulations shall be accessible by all employees.

ARTICLE 18  
MEDICAL AND PHYSICAL FITNESS REQUIREMENTS

SECTION 1: The Company and the Union recognize that the parties to this Agreement are bound by and must meet minimum requirements prescribed by the DOE orders and directives, and those established in National Fire Protection Association (NFPA). Accordingly, the parties will establish a joint Physical Fitness Committee to develop and maintain a physical fitness program. The committee shall also discuss matters referred to it by the parties of this Agreement and Unit members. By mutual agreement of the committee, recommendations may be made to management with respect to physical fitness.

SECTION 2: It is recognized that the physical fitness program is subject to the employer taking prudent managerial action to ensure the program complies in an efficient and cost effective manner with the requirements stated in Section 1 above. Otherwise, the committee is empowered to administer the program.

- a. INEEL Fire Department Management shall provide one hour to exercise during the ten hour workday, Monday through Friday, (Weekends and Holidays would not be covered by this agreement).
- a.1 Effective January 14, 2002, INEEL Fire Department Management shall provide one hour to exercise during the ten hour workday excluding holidays.
- b. Participation in this one hour exercise period will be required training for all personnel covered by this Working Agreement.
- c. It is recommended that each firefighter incorporate flexibility training, strength training, and cardiovascular training into their exercise program.
- d. Fitness assessments and exercise prescriptions are available upon request from the Shift Fitness Coordinator.
- e. There will be no set time of day for the exercise period. This will leave the program flexible to

accommodate the work load for that particular day and also allow for each crew to choose their desired exercise period.

- f. The tracking of this training will be accomplished by using the Fire Department Training Form.

SECTION 3: The parties recognize that it is the individual employee's responsibility to ensure his ability to meet the established physical fitness standards and that the physical fitness program is provided only to assist in this effort. It is also recognized that management has the sole responsibility and authority for the administration of any performance based physical fitness tests required by NFPA. The committee may provide input for management's consideration relative to the administration of the tests.

SECTION 4: The committee will be comprised of one representative from each fire station and a Battalion Chief. Based upon operational requirements and management approval, meetings will be held as often as needed to start and maintain a physical fitness program.

SECTION 5: The meeting minutes will be recorded and published upon review and concurrence of the committee. A copy will be sent to the Union and Company and to each fire station for posting within fourteen (14) calendar days.

SECTION 6: A voluntary program to be completed from January through February of each year will be established for personnel to participate in if they so choose. It will provide a monetary award for personnel who maintain a specified level of aerobic capacity, muscular strength conditioning, muscular endurance conditioning, body fat composition, and flexibility as prescribed by the Health Matrix "On-Target" score.

The criteria for earning the monetary awards would be as follows:

- Personnel who earn 85 points or more (Gold Award) on the "On-Target" score would receive a cash award of \$200.00.
- Personnel who earn a score of 70-84 points (Silver Award) on the "On-Target" score would receive a cash award of \$100.00.

SECTION 7: If, during the term of this Agreement, the medical or physical fitness requirements for the INEEL Firefighters are revised as prescribed by DOE Orders and NFPA requirements, the Company will notify the Union of the revisions prior to their implementation.

SECTION 8: Incumbent employees, as well as applicants subject to this Agreement may be required to submit to medical examinations and performance-based fitness testing in order to ascertain compliance with minimum requirements.

SECTION 9: The Company agrees to pay incumbent employees for time spent in medical and physical fitness testing required by the Company.

SECTION 10: Any report resulting from medical and physical fitness testing specified above shall be made available to the employee upon request.

SECTION 11: An employee who does not meet minimum medical or physical fitness requirements may be taken off active duty status until such requirements can be met, subject to the provisions below. During such off-duty status the employee may, at his option, use accrued personal leave or leave without pay. If an employee still is unable to meet medical or physical fitness requirements as referenced above within one year from the date of his initial failure to do so, the Company may offer the employee available work within the Company for which the employee is qualified or the employee will be released from employment.

ARTICLE 19  
MISCELLANEOUS

SECTION 1: There shall be no discrimination between employees within this Bargaining Unit with respect to any conditions of employment because of membership or non-membership in the Union or because of age, race, creed, religion, national origin, sex, handicap, or veteran status. References in the Working Agreement to "he", "him", and "his" include the female sex and are not references to gender. The parties acknowledge that they are subject to and will abide by the requirements of the Americans with Disabilities Act (ADA).

SECTION 2: Union or anti-Union activities on the job or in the plant that are detrimental to the best interests of the parties hereto, or that interfere with work performance, shall not be permitted.

SECTION 3: There shall be no work stoppage, slowdown, sit down, or sympathy strikes by the employees covered under this agreement. The Company agrees there will be no lockout of the Union or employees represented by the Union during the term of this Agreement. In the event of an unauthorized work stoppage, slowdown, sit down, or sympathy strike, the Union agrees to cooperate with the Company and use its full authority and best efforts to immediately terminate such action.

SECTION 4: This Agreement contains all subject matter and stipulations agreed upon between the parties, and no amendments or modifications to this Agreement can be made except when mutually agreed upon in writing by both parties.

SECTION 5: The Company will provide locked bulletin boards to be placed in conspicuous places at each area that is normally occupied by Bargaining Unit personnel. It is agreed that no posted material will reflect against or discredit the Company or any individual employee.

SECTION 6: Management personnel will not perform Bargaining Unit work except during emergency operations, training, and in the performance of necessary work when station conditions indicate a need for help.

SECTION 7: The Company shall provide facilities and furnishings to accommodate the work shifts in

effect under this Agreement. The Union shall have the right to negotiate all changes to working conditions in the facilities.

SECTION 8: If Firefighters are providing emergency services that preclude opportunity for their regular meal in a reasonable period of time, the Company will supply food at the scene of the services at no charge to the Firefighters. Where firefighters are providing services that preclude the opportunity to purchase or eat their own lunch, a meal will be brought to them, if available.

SECTION 9: Bus transportation to the site is not a guaranteed service. No employee shall lose scheduled time or pay because of scheduled bus service being unexpectedly detained. Other transportation delays shall be considered on an individual basis.

SECTION 10: The Firefighter employees will not be reassigned to any Non-Bargaining Unit Positions, unless they are on light duty status. In these incidents, employees may be reassigned to other internal Fire Department positions for specific periods if the need exists and they are qualified to perform the required duties.

SECTION 11: The Union recognizes the right of the employer to determine the manpower needs in each station and shift assignments. This does not preclude the Union from addressing with management any station and shift assignment that may create a detrimental work environment due to personal conflict between Firefighters.

ARTICLE 20  
VALIDITY

**SECTION 1: Contract Subject to DOE Directives.** It is understood and agreed that the Company's operations are subject to certain prevailing authorities, including the Company's Management and Operating Contract with the Department of Energy (Contract DE-AC07-99ID13727) , the Orders and Directives of said Department and all valid and applicable State and Federal laws. Therefore, the parties intend that this Agreement will be construed in a manner consistent with the prevailing authority. If any provision of the Agreement is or becomes inconsistent with a prevailing authority, the prevailing authority will prevail. Nevertheless, any such inconsistent provisions of the Agreement shall be separable and the remaining provisions shall remain in full force and effect. The Parties shall meet for the purpose of negotiating a mutually satisfactory substitute provision if either party demands such a meeting within thirty (30) days of the identification of an inconsistent provision.

ARTICLE 21  
TERM OF THE AGREEMENT

SECTION 1: This Agreement shall become effective November 3, 2000, and shall remain in effect through 12:00 midnight, October 10, 2004, and shall continue in effect thereafter unless and until either party shall give at least sixty (60) days, but not more than ninety (90) days, prior notice in writing of its desire to terminate or amend this Agreement. Notice to terminate the contract may be given only on or after July 12, 2004. Notwithstanding any provision herein to the contrary, upon any termination, extension, or modification of the Company's contract with DOE (Contract No. DE-AC07-99ID13727), the Union consents to the assignment by the Company of this Agreement to the Company's successor DOE contractor and agrees that the terms and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, the Union and such successor or assignee for the full term of this Agreement. Written notice of such assignment shall be sent by the Company to the Union by registered mail not later than twenty days following the assignment.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives this \_\_\_\_\_.

**EXHIBIT “A”:**  
**JOB CLASSIFICATION AND BASE WAGE RATES**

Job Classification	Column 1 Effective 12:01 a.m. October 9, 2000 Through October 7, 2001	Column 2 Effective 12:01 a.m. October 8, 2001 Through January 13, 2002	Column 3 Effective January 14, 2002  Conversion Rate	Column 4 Effective 12:01 a.m. October 14, 2002 Through October 12, 2003	Column 5 Effective 12:01 a.m. October 13, 2003 Through October 10, 2004
FF I	\$5.99	\$6.17	\$8.49	\$8.74	\$9.01
FF II	\$6.25	\$6.44	\$8.85	\$9.12	\$9.39
Driver/ Operator	\$8.25	\$8.50	\$11.68	\$12.03	\$12.40
Advanced EMT	\$8.82	\$9.08	\$12.49	\$12.86	\$13.25
Company Officer (Captain)	\$9.43	\$9.72	\$13.36	\$13.76	\$14.18

**EXHIBIT “B”:  
FIREFIGHTER PROGRESSION CHART**

<b>Job Title</b>	<b>Training and Certification Requirements</b>	<b>Time in Grade Requirements</b>
Firefighter I	Classroom training: Essentials of Firefighting, ICS, Haz Mat Technician, RAD Worker II, all Company required training (including area access), EMT, Technical Rescue, Wildland Firefighting and professional certifications as required.	180 days
Firefighter II	Practical application: Essentials of Firefighting, Haz Mat Technician, EMT and Technical Rescue, ICS RAD Worker II, all Company required training (including area access) and Wildland Firefighting. Professional certifications as required.	1 year
Driver/ Operator	Essentials of Firefighting, ICS, Haz Mat Technician, RAD Worker II, all Company required training (including area access), EMT, Technical Rescue, Wildland Firefighting, Driver Operator, Instructional Techniques and professional certifications as required.	1 year
Advanced EMT	Essentials of Firefighting, ICS, Haz Mat Technician, RAD Worker II, all Company required training (including area access), Technical Rescue, Wildland Firefighting, Driver Operator, Instructional Techniques, State of Idaho AEMT certification and professional certifications as required.	This classification is based on position availability and management selection from Driver/Operator classification.
Company Officer (Captain)	Essentials of Firefighting, ICS, Haz Mat Technician, RAD Worker II, all Company required training (including area access), EMT, Technical Rescue, Wildland Firefighting, Driver Operator, Instructional Techniques, Company Officer, Tactics and Strategy and professional certification as required.	This classification is based on position availability and management selection from Driver/Operator or Advanced EMT classification.

The time in grade requirements above represent what would be considered the norm to complete the training and certification to advance to the next job classification. As an incentive, individuals will be promoted to the next job title upon completing the training and certification requirements, and completes the testing out period with the crews, regardless of the amount of time in grade completed.

## **EXHIBIT "C": ADDENDUM NO. 1**

The following are intended only as examples which reflect the circumstances as of the effective date of the Agreement. They are subject to change in the event of a change in work schedules, security/benefit programs, or other variables.

For the purpose of this contract and for those employees working on an established 72-hour shift, the monthly base pay to be used in calculation of employee benefits will be in accordance with the following formula:

2080 hours multiplied by the employee's straight-time rate plus 1664 hours scheduled overtime multiplied by the product of the employee's straight-time rate multiplied by 150% or time-and-one-half.

This total will be divided by twelve months to determine the monthly base pay.

For example, assume that the employee's hourly rate of pay is \$5.00. The above calculation would appear as follows:

$$\begin{array}{rcl} 2080 * \$5.00 & = & \$10,400 \\ \text{Plus } 1664 * (\$5.00 * 1.5) & = & \underline{\$12,480} \\ \text{Total Annual Pay} & & \$22,880/12 \text{ months} = \$1,906.67 \\ & & \text{Monthly} \\ & & \text{Base Pay} \end{array}$$

The above formula will be used as the basis for computing Company-provided and employee-purchased life insurance, long-term disability payments, investment plan contributions, and retirement benefits in accordance with the plan provisions available to all Company employees.

## **EXHIBIT "C": ADDENDUM NO. 2**

The following are intended only as examples which reflect the circumstances as of the effective date of the Agreement. They are subject to change in the event of a change in work schedules, security/benefit programs, or other variables.

For the purpose of this contract and for those employees working on an established 56-hour shift, the monthly base pay to be used in calculation of employee benefits will be in accordance with the following formula:

2080 hours multiplied by the employee's straight-time rate plus 832 hours scheduled overtime multiplied by the product of the employee's straight-time rate multiplied by 150% or time-and-one-half.

This total will be divided by twelve months to determine the monthly base pay.

For example, assume that the employee's hourly rate of pay is \$10.00. The above calculation would appear as follows:

2080 * \$10. 00	=	\$20,800
Plus 832 * (\$10.00 * 1.5)	=	<u>\$12,480</u>
Total Annual Pay		\$33,280/12 months = \$2,773.33
		Monthly
		Base Pay

The above formula will be used as the basis for computing Company-provided and employee-purchased life insurance, long-term disability payments, investment plan contributions, and retirement benefits in accordance with the plan provisions available to all Company employees.

Bechtel BWXT Idaho, LLC  
P. O. Box 1625 Idaho Falls, ID 83415-3206  
Telephone: 526-4735 Facsimile: 526-1266

November 3, 2000

Mr. Don (Doc) DeTonancour, President  
Paper, Allied-Industrial, Chemical and Energy Workers  
Int'l Union, Local 8-0652  
P.O. Box 50659  
Idaho Falls, ID 83403-0659

PRIVATIZATION/OUTSOURCING - RVN-18-00

Dear Mr. DeTonancour:

With regard to Privatization/Outsourcing, Bechtel BWXT Idaho, LLC will apply the process agreed upon for PACE represented employees as a whole.

Sincerely,

Robert V. Nord, Director  
Labor Relations

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**BECHTEL, BWXT IDAHO, LLC**

**AND**

**PAPER, ALLIED-INDUSTRIAL, CHEMICAL AND ENERGY  
WORKERS (PACE) LOCAL 8-0652  
(FIREFIGHTERS)**

The Company and the Union, along with the Apprenticeship Program Administrator, agree to meet to review the merits of establishing a Firefighter Apprentice Program within the first six (6) months after contract ratification.

---

For the Company

Date

---

For the Union

Date

# **MEMORANDUM OF UNDERSTANDING**

## **BETWEEN**

**BECHTEL, BWXT IDAHO, LLC**

## **AND**

**PAPER, ALLIED-INDUSTRIAL, CHEMICAL AND  
ENERGY WORKERS (PACE), LOCAL 8-0652  
(FIREFIGHTERS)**

### PERSONAL LEAVE ACCRUAL AND CARRYOVER

The following applied regarding PL for the 72 hour or 56 hour workweek.

Carryover Limits (72 hour)	Carryover
Months of Service	
0-60	432 hours
61-120	514 hours
121+	639 hours

Accrual for PL and STD for Firefighters on the 56 hour workweek will be converted using the calculation of 1.4 x the amounts available to regular full time employees assigned to the 40 hour workweek.

Carryover Limits (56 hour)	Carryover
0-60	280 hours
61-120	336 hours
121+	448 hours

---

For the Company                      Date

---

For the Union                      Date

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**BECHTEL, BWXT IDAHO, LLC**

**AND**

**PAPER, ALLIED-INDUSTRIAL, CHEMICAL AND  
ENERGY WORKERS (PACE), LOCAL 8-0652  
(FIREFIGHTERS)**

Personal Leave/Short Term Disability Banks Conversion

Effective upon conversion to the 56 hour work week or other work schedule as provided in Article 5, section 8, the PL and STD banks will be converted to reflect the new schedules.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

# MEMORANDUM OF UNDERSTANDING

# BETWEEN

**BECHTEL, BWXT IDAHO, LLC**

AND

**PAPER, ALLIED-INDUSTRIAL, CHEMICAL AND  
ENERGY WORKERS (PACE), LOCAL 8-0652  
(FIREFIGHTERS)**

AEMT

Within six (6) months of ratification the Company and the Union will establish a joint committee to discuss enabling all Driver Operators to achieve the rank of AEMT without competitive promotion.

It is recognized by both parties that Management reserves the right to assign employees to the AEMT position to maintain critical minimum staffing requirements.

For the Company

Date

For the Union

Date \_\_\_\_\_

WORKING AGREEMENT  
BETWEEN  
BECHTEL BWXT IDAHO, LLC  
AND  
PAPER, ALLIED-INDUSTRIAL CHEMICAL & ENERGY WORKERS  
INTERNATIONAL UNION, AFL-CIO, CLC  
AND  
LOCAL 8-0652  
PACE FIRE COMMUNICATIONS CENTER DISPATCHERS

**THE FOLLOWING MODIFICATIONS IN THIS ATTACHMENT WERE MADE TO THE WORKING AGREEMENT AND APPLY SPECIFICALLY TO THE FCC DISPATCHERS. REFER TO THE MAIN FIREFIGHTER AGREEMENT FOR ANY OTHER ARTICLES NOT MENTIONED HERE.**

# ARTICLE 1

## RECOGNITION

Applies as modified:

SECTION 1: The Company recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours, and working conditions for all Firefighters and Fire Communication Center (FCC) Dispatchers employed Bechtel BWXT Idaho, LLC, at the Idaho National Engineering & Environmental Laboratory (INEEL) site near Arco, Idaho, BUT EXCLUDING all office clerical employees, technicians, professional employees, guards, supervisors as defined in the Act, and all other employees not specifically included above. (National Labor Relations Board, Case No. 27-RC-7358 and Case No. 27-RC-8088.)

ARTICLE 2  
UNION SECURITY

Applies as modified:

SECTION 5: The Union agrees there will be no solicitation of employees for Union membership on Company premises during working hours by the Union or its members.

**ARTICLE 4**  
**EMPLOYEE DUTIES AND RESPONSIBILITIES**

Applies as modified:

SECTION 2: Fire Communication Center (FCC) Dispatchers primary work assignments are the monitoring of the INEEL fire and alarm reporting systems and the dispatch of emergency equipment. Other discipline related work conducive to efficient and cost effective operations of the Fire Department may be assigned as secondary duties.

Applies as modified:

SECTION 4: No employee shall cease work until his relief reports for work or until released by his Battalion Chief. In no case will the employee be released sooner than 15 minutes before the end of the shift.

**ARTICLE 5**  
**HOURS OF WORK AND WORK SCHEDULES**

Applied as modified:

SECTION 1: FCC Dispatchers are normally required to perform rotating 12-hour shifts and will be assigned tour schedules at the discretion of the employer. Normally the day shift will be from 7 a.m. to 7 p.m. And the night shift will be from 7 p.m. to 7 a.m. Employees participating in Company-required training may, at the discretion of the Company, be reassigned to a shift schedule compatible with the training. The following applies to FCC Dispatchers:

- a.     **Work Week.** The work week starts at 7:00 a.m. on Monday and ends seven (7) days later.

For rotating twelves (12), work weeks will normally contain consecutive work days and be based on either forty-eight (48) hours or thirty-six (36) hours Monday through Sunday. Days off will be scheduled on consecutive days whenever possible.

- b.     **Work Day.** The work day starts at 12:01 a.m. and ends twenty-four (24) hours later.

- c.     **Shift Worker Meal Break.** As business needs allow, shift workers working 12-hour shifts will be allowed reasonable time to eat (at your duty station) every 4 hours, but not to exceed 2 meal breaks per shift.

Section 2: Does Not Apply

Section 2A: Does Not Apply

Section 3: Does Not Apply

Section 6: Does Not Apply

Section 7: Does Not Apply

## ARTICLE 6

### OVERTIME AND CALL-BACK

Applies with the following modifications:

SECTION 1: The Union recognizes the right of the Employer to require overtimes. Overtime assignments will be made by the Battalion Chief on duty and shall be distributed as equally as possible among the employees of their respective classifications at each Fire Station.

- f. There will be two overtime lists maintained; a copy will be posted in each Station. The overtime lists will be updated daily. All bargaining unit personnel will be placed on these lists. One list shall be a volunteer list and the other shall be a force list. When overtime is needed it will be assigned to the highest person on the lists that is qualified/eligible to work the overtime. The employee will then, at the time of the assignment, be moved to the bottom of the corresponding list.
- g. There will be a weekly volunteer overtime sign up sheet posted in each Fire Station and the dispatch center. Employee's desiring overtime work during that week will sign the weekly volunteer overtime sign up sheet and indicate the days they are available for the overtime assignment. These sign up sheets will be sent into the Battalion Chief by Sunday 1200 hrs.

The Company will initially assign the overtime to the eligible employee who has signed the volunteer overtime sign up sheet for that shift. The Battalion Chief will not assign these overtimes prior to 0700 the day before the overtime is needed. The initial assignments will be made to the volunteer(s) that is the highest on the volunteer overtime roster. If there are two overtimes that are required the same day the volunteer highest will be assigned the first overtime that is required. If unforeseen circumstances arise so that the highest employee cannot work the volunteer overtime then the overtime will be assigned to the next highest person on the volunteer overtime list.

If the overtime assignment is offered at least two hours in advance of the overtime requirement,

the assignment will be made to the employee who has signed the weekly volunteer overtime sign up sheet and who is highest on the volunteer overtime roster, whether or not that employee is at work.

If the overtime assignment is offered less than two hours in advance of the overtime requirement, the assignment may be made to the employee at work who has signed the volunteer overtime sign up sheet and who is highest on the volunteer overtime roster.

- h. In the event the Company's overtime requirements exceed the available volunteers, the Company may assign the overtime to be worked beginning with the highest person on the force list that is qualified/eligible to work the overtime. That person will then, at the time of the assignment, be moved to the bottom of the force list. An employee may be by-passed for an overtime assignment if the employee is not qualified/eligible to work that particular overtime. In a case where unforeseen circumstances could create an undue hardship to the employee, the Company and employee will give the situation added consideration.

**Overtime Limits(FCC Dispatchers).** No employee shall be forced to work more than six (6) consecutive shifts, nor more than seventeen (17) consecutive hours. For twelve (12) hour shift workers, they will not be required to work within twelve (12) hours of a scheduled twelve (12) hour shift, unless in conjunction with their last twelve (12) hour scheduled shift, nor more than 72 hours in any seven (7) day period. These limits do not apply in unusual and/or critical circumstances.

~~The employee assigned to work a forced overtime may contact other eligible employees in an attempt to locate a volunteer by the start of the shift. If an employee not on duty volunteers to return to duty, the assigned employee must remain on the job until relieved by the volunteer. If a volunteer is found by the employee to work the overtime, both employees are moved to the bottom of the list in the order of assignment. When a firefighter or an FCC Dispatcher on the forced overtime list is forced with an overtime, that overtime can only be sold once.~~

When the Company and Union jointly determine that a qualified employee has been improperly by-passed for an overtime assignment, the remedy is as follows:

3. If a specific member of Fire Department supervision improperly assigns overtimes up to two (2) times in a calendar year, the affected employee will be offered the next available overtime for which he is qualified and available to work and the matter is resolved.
  4. If a specific member of Fire Department supervision improperly assigns overtime three (3) or more times within a calendar year the affected employee will be paid the amount he would have earned had the proper assignment been made.
- i. The Battalion Chief must confirm the volunteer's willingness to work the overtime shift.
  - j. Overtimes worked during Emergencies, Training or Committee Meetings will not be added to the overtime roster.
- f. When adverse weather conditions or other calamities interfere with normal site transportation of incoming personnel which causes a crew overtime assignment, this overtime shall not alter the individual's standing on the overtime roster.

## SECTION 2: Compensation for overtime assignments:

- a. Overtime rates, for the FCC Dispatchers, computed at one and one-half (1-1/2) times the sum of the regular base rate, shall be paid in lieu of regular wages for work performed by an employee in excess of forty (40) hours in any work week (thirty-six {36} hours scheduled work week for 12-hour rotating shifts.) Unpaid leave shall not be counted as time worked for purpose of computing overtime. "Regular base rate" for overtime pay purposes shall be the rate applicable to the particular work performed during the overtime period. For the purpose of computing fractional overtime hours worked, such overtime shall be computed to the nearest thirty (30) minutes.

- b. Employees shall be notified of the expected duration of overtime at the time the assignment is made.

SECTION 3: The parties agree that records and rosters of overtime work will be maintained by management, and such records and rosters will be made available for review and duplication by local representatives of the Union.

SECTION 4: Overtime or premium payment for any hour worked eliminates that hour from consideration for payment on any other basis. If time worked falls under two or more overtime and or premium pay classifications, the higher rate shall prevail.

SECTION 5: Employees called back from their residences shall be provided a minimum of four (4) hours of work and will be paid at the appropriate overtime rate of pay for those hours worked that are outside of their scheduled shift. When transportation is not available, and an employee is authorized by the Company to drive his privately owned vehicle, the employee shall receive the mileage rate allowed employees of the Company by the Department of Energy (DOE) for the miles necessary to travel from home to work and back home.

SECTION 6: FURNISHING MEALS. An employee who works more than two (2) hours immediately preceding his regularly scheduled shift starting time or who works more than two (2) hours beyond his regularly scheduled shift shall be furnished a meal and allowed to eat the same on Company time. Where an employee continues to work more than eight (8) hours beyond his regularly scheduled shift he shall be furnished an additional meal and allowed to eat the same on Company time. However, an employee who works the full night shift and continues to work the day shift (two {2} consecutive shifts) will, at his request, be furnished not more than two (2) meals. The cost of each meal furnished to an employee under the provision of this Section shall not exceed \$6.00 (in May of each year, the Company will review the cost of meals and determine if an increase in this meal allowance is warranted.) If operational duties prohibit the employee from leaving the job to eat a meal, a meal shall be brought to him, if available. Where reasonably available, a hot meal will be provided. Employees who are eligible for a meal while working in off-Site areas will be reimbursed up to \$6.00 upon

presentation of a satisfactory receipt.

**Intent of Company Furnished Meals.** The furnishing of meals referenced above is intended to cover only those employees who are unable to furnish their own meals as opposed to furnishing meals to employees who know about the overtime before they come to work and can reasonably be expected to provide their own meals.

**Employees Held Over for Four or More Hours.** Where an employee working on his scheduled shift is held over from the scheduled shift to work four (4) or more hours on the following shift, such employee shall be provided the option of spending the rest of the time at the Site and being furnished two (2) additional meal tickets or utilizing transportation in accordance with the Company's current practices.

ARTICLE 7  
SENIORITY

SECTION 6: Does not apply.

Section 13: Does Not Apply

**ARTICLE 8**  
**PROMOTIONS, LAYOFFS, AND REEMPLOYMENT**

SECTION 2: Does Not Apply

SECTION 3: Does Not Apply.

Applies as modified:

SECTION 5: If a vacancy in a regular full time FCC Dispatcher position becomes available, preference will be given in the following order to fill the position:

- 1st Qualified or qualifiable employees of DOE-ID INEEL contractors specifically identified for involuntary separation who are otherwise eligible under Section 3161 of the 1993 National Defense Authorization Act and the DOE-ID Work Force Restructuring Plan.
- 2nd DOE-ID INEEL involuntarily separated employees who are otherwise eligible under Section 3161 of the 1993 National Defense Authorization Act and the DOE-ID Work Force Restructuring Plan.
- 3rd The employee previously reduced in force with the greatest seniority in the job classification required, provided the employee meets the following requirements:

For a period of eighteen (18) months following termination by layoff, such laid off employees with at least one hundred twenty (120) days continuous employment within the Bargaining Unit immediately prior to layoff shall be given preference in the matter of re-employment in the job classification held at the time of layoff, provided such employees notify the Manager of Labor Relations, in writing, fifteen (15) calendar days after the layoff and at least every three (3) months thereafter, of their desire to be re-employed.

When employees are needed, such laid off employees shall be given notice in writing to apply in person

for reemployment. (Reemployment is subject to meeting the Company's pre-employment standards and being qualified for the job to be filled.) The Company will give such notice by certified mail, addressed to the employee's last post office address as shown by the Company's records. The Company shall not be required to consider any employee who does not notify the Company, in the manner directed in the offer of employment, of his acceptance within fifteen (15) days from the date of mailing of said notice. A copy of this notice will be sent to the Union.

With respect to qualified employees who have been involuntarily laid off, time limits and restrictions for re-employment may be waived to coincide with the provisions of an applicable DOE workforce restructuring plan prepared in accordance with Section 3161 of the 1993 National Defense Authorization Act.

ARTICLE 9  
WAGES AND CLASSIFICATIONS

SECTION 1: Effective the first Monday after ratification:

+12 Months & Qualifications as required	\$15.25/hr
3-12 Months & Qualifications as required	\$13.00/hr
0-3 Months & Initial Qualifications	\$12.00/hr

Effective

October 8, 2001	3.00% GWI
-----------------	-----------

Red-circled employees will receive a 3.00% increase based on their red-circled rate. If the 3.00% increase results in an employee's base rate exceeding the 2001 rate, that portion of the 3.00% increase above the 2001 rate will be annualized, based on 2080 hours, and given to the employee as a wage supplement.

Effective

October 14, 2002	3.00% GWI
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Red-circled employees will receive a 3.00% increase based on their red-circled rate. If the 3.00% increase results in an employee's base rate exceeding the 2001 rate, that portion of the 3.00% increase above the 2001 rate will be annualized, based on 2080 hours, and given to the employee as a wage supplement.

Effective

October 13, 2003	3.00% GWI
------------------	-----------

Red-circled employees will receive a 3.00% increase based on their red-circled rate. If the

3.00% increase results in an employee's base rate exceeding the 2001 rate, that portion of the 3.00% increase above the 2001 rate will be annualized, based on 2080 hours, and given to the employee as a wage supplement.

SECTION 2: Does not apply.

SECTION 3: Does not apply.

SECTION 5: Does not apply.

SECTION 6: Does not apply.

SECTION 7: Employees assigned to a rotating shift on a full-time basis will receive a differential of \$.55 per hour for all hours worked.

ARTICLE 10  
UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

Applies as modified:

SECTION 1: The Company agrees to furnish all uniforms including four (4) shirts, four (4) t-shirts, four (4) pants, one (1) belt, two (2) pair of work shoes or boots, (1) winter and one (1) summer jacket, and one (1) uniform cap, which will be replaced on a fair wear and tear basis. FCC Dispatchers will forward written requests for replacement of worn clothing to management for disposition. Six (6) pair of socks will be provided annually. The Company will supply uniform patches and name bars. A nontaxable annual cleaning and exercise clothing allowance of \$750.00 will be provided in October of each year. For those employees who terminate, repayment of a prorated amount of the cash allowance will be required. Upon leaving the Fire Department, employees will return all issued uniform clothing to the Equipment Officer for return to stores.

SECTION 2: The Company shall provide all personal protective equipment in accordance with governing regulations or standards applicable to current job requirements.

ARTICLE 12  
SCHEDULED LEAVE

SECTION 3: Does not apply.

Applies as modified:

SECTION 4: Scheduled leave, once scheduled and approved, shall be taken as scheduled unless canceled by management for operational requirements or by the employee for reasons beyond his control. Employee cancellation requests shall be mutually agreed to by the employee and the Fire Chief and shall apply to the full scheduled leave period. Leave schedules are subject to change as deemed necessary by management to meet operational requirements. If an employee's scheduled leave must be canceled by management due to operational requirements, and the employee does not have the opportunity to reschedule his leave prior to calendar year end, the employee will be allowed to exceed the established personal leave carryover limits up to the amount canceled by management.

It is the understanding of both parties that scheduled leave (first and second choice), Section 5, has preference over unscheduled leave, Section 9. Unscheduled leave may be granted from January 1 to March 1 as long as it does not interfere with first and second choices. At no time will any dates after March 1<sup>st</sup> be requested or granted until first and second choice leave is completed or March 1<sup>st</sup>, whichever comes first. This will include unscheduled leave, training that is not mandatory or anything that might affect first or second choice leave. When second choice leave is completed it will be posted for 72 hours that requests for unscheduled leave will be accepted. Requests will not be accepted prior to 0900 on the first day of requests for unscheduled leave. This will allow everyone a chance to get his or her request in. At 0900 on the first day of requests, all requests will be granted on first come, first serve basis, Section 9.

On this day only between 0900 and 0930, seniority shall be the deciding factor in cases of duplicate request. If the day in question is not available then it will remain on a first come, first serve basis.

Applies as modified:

SECTION 7: First choice leave may be scheduled any time during the leave year. Up to two, four consecutive shift periods may be scheduled. Additional shifts may be scheduled, provided other affected individuals agree.

Applies as modified:

SECTION 8: Second choice leave may be scheduled any time during the leave year. Leave may be scheduled in no more than two periods.

ARTICLE 13  
SECURITY PLANS AND BENEFITS

Applies as modified:

SECTION 1:

#17. Retirement Plan

SECTION 3: Does not apply

SECTION 4: Does not apply

SECTION 7. HOLIDAYS – FCC DISPATCHERS

- a. Schedule. Employees will be eligible for eighty (80) hours of holiday per year observed under the Company's annual holiday schedule.
- b. Holiday Pay Reconciliation. Employees will have a holiday pay reconciliation at the end of each calendar year to ensure they are paid no more or less than 80 hours prorated on the basis of the number of holidays for which they were entitled.
- c. Pay for Holidays. Employees will receive straight time pay for all their scheduled holiday hours whether worked or not. Employees will also receive time and one-half (1-1/2) for all hours worked on a holiday, including applicable shift differential.
- d. An employee whose last scheduled workday on a forty-eight (48) hour work week falls on a holiday will be permitted to code all overtime hours in excess of forty (40), that are actually worked on the holiday, on the last scheduled work day prior to the holiday.
- e. Pay under 7c & d. above is not applicable to those employees on leaves of absence, inactive status, and unapproved absence. An employee who is off work in another paid leave status shall

receive his daily straight time base pay for the appropriate holiday hour schedule in lieu of any other paid leave benefits.

- f. There will be no pyramiding of holiday premium and overtime premium for hours worked on a recognized holiday. All overtime hours worked by an employee on a recognized holiday will be paid at the standard holiday premium rate of one and one-half (1-1/2) times.
- g. The Company may have a holiday curtailment during the Christmas/New Year time period, which will be mandatory for all non-essential workers. During the holiday curtailment, employees not required to work will need to record either personal leave of "0" time (unpaid leave) to cover any hours above the yearly allotted eighty (80) hours.

ARTICLE 18  
MEDICAL AND PHYSICAL FITNESS REQUIREMENTS

Entire Article does not apply.

ARTICLE 19  
MISCELLANEOUS

SECTION 8: Does not apply

SECTION 10: Does not apply.

ARTICLE 21  
TERM OF THE AGREEMENT

Applicable with new signatures

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives this \_\_\_\_\_

\_\_\_\_\_  
Robert V. Nord, Labor Relations Director

\_\_\_\_\_  
Don DeTonancour, PACE President    Gene Tycz, Labor Relations Manager

\_\_\_\_\_  
Leroy Duenes, PACE Vice President    E. Denise Teuscher, Labor Relations

\_\_\_\_\_  
Jerry Bolm, Union Representative    Don Whittaker, Fire Chief

EXHIBIT A Does not apply

EXHIBIT B Does not apply

EXHIBIT C1 Does not apply

EXHIBIT C2 Does not apply

Apprentice Program MOA – Does not apply

FF PL & Carryover MOU – Does not apply

FF PL/STD Bank Conversion MOU – Does not apply

AEMT MOU – Does not apply